

The China Mail.

Established February, 1845.

日一初月十一年庚

Price, \$2 per Month.

VOL. XLVI. No. 861.

號二十一年十月二十日

HONGKONG, WEDNESDAY, NOVEMBER 12, 1890.

日一初月十一年庚

英一千八百零九年十月二十日

Business Notices.

Shipping.

Steamers.

SHIRE LINE OF STEAMERS.
FOR NAGASAKI, KOBE AND
YOKOHAMA.

The Steamship
Pembroke,
Capt. DUNCASTER, will be
despatched as above on
or about the 13th instant.

For Freight or Passage, apply to
ADAMSON, BELL & CO.,
Agents.

Hongkong, November 7, 1890. 1818

STEAM TO YOKOHAMA, VIA NAGA-
SAKI AND KOBE.
(Passing through the INLAND SEA.)

The P. & O. S. N. Co.'s
Steamship
Ancon,
Captain W. D. MUDIE,
will leave for the above places on FRIDAY,
the 14th instant, at Daylight.

E. L. WOODIN,
Superintendent.

P. & O. S. N. Co.'s Office
Hongkong, November 1, 1890. 1883

DOUGLAS STEAMSHIP COMPANY,
LIMITED.

FOR SWATOW, AMOY AND TAMSIUL
The Co.'s Steamship
Fokien,
Captain ROACH, will be
despatched for the above
Ports on FRIDAY, the 14th instant, at
Daylight.

For Freight or Passage, apply to
DOUGLAS LAPRAIK & CO.,
General Managers.

Hongkong, November 11, 1890. 1940

THE SCOTTISH ORIENTAL STEAM-
SHIP COMPANY, LIMITED.

FOR BANGKOK (DIRECT).
The Co.'s Steamer
China Fo,
Capt. F. W. Purkiss, will be
despatched for the above
Port on FRIDAY, the 14th instant, at
9 a.m.

For Freight or Passage, apply to
YUEN FAT HONG,
Agents.

Hongkong, November 11, 1890. 1943

OCEAN STEAMSHIP COMPANY.

FOR SHANGHAI VIA AMOY.

(Taking Cargo & Passengers of through rates
for NINGPO, CHEFOO, NEW
CHOW, THIENHSI, HANKOW
and Ports on the YANTZEE.)

The Co.'s Steamship
Tian,

Captain Brown, will be
despatched as above on
SATURDAY, the 15th instant.

For Freight or Passage, apply to
BUTTERFIELD & SWIRE,
Agents.

Hongkong, November 10, 1890. 1890

OCEAN STEAMSHIP COMPANY.

FOR LONDON VIA SUEZ CANAL.

The Co.'s Steamship
Menzies,
Capt. GIBSON, will be
despatched as above on
SATURDAY, the 15th instant.

For Freight or Passage, apply to
BUTTERFIELD & SWIRE,
Agents.

Hongkong, November 10, 1890. 1890

OCEAN STEAMSHIP COMPANY.

FOR SINGAPORE, PENANG,
COLOMBO, AND BOMBAY.

Having connection with Company's Mail
Steamer to ADEN, SUEZ, PORT SAID,
TRISTIC, VENICE & FIUME.

The Co.'s Steamship
Marmora,

Capt. WALDSCHMIDT, will be
despatched as above
on the 15th instant, at Noon, taking
Cargo through to CALCUTTA, MADRAS,
PERSIAN GULF, BLACK SEA, LEVANT AND
ADRIATIC PORTS.

Cargo will not be received on board after
3 days prior to date of sailing.

For further information as to Passage
and Freight, apply to

DAVID SASOON, SONS & CO.,
Agents.

Hongkong, November 6, 1890. 1910

AUSTRO-HUNGARIAN LLOYD'S
STEAM NAVIGATION COMPANY.

STEAM FOR SINGAPORE, PENANG,
COLOMBO, AND BOMBAY.

Having connection with Company's Mail
Steamer to ADEN, SUEZ, PORT SAID,
TRISTIC, VENICE & FIUME.

The Co.'s Steamship
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For further information as to Passage
and Freight, apply to

DAVID SASOON, SONS & CO.,
Agents.

Hongkong, November 6, 1890. 1910

Sailing Vessels.

FOR NEW YORK.

The 3/8 L.I.I. American Ship
Sea Witch.

Master will load here
for the above Port, and will
have quick despatch.

For Freight, apply to

RUSSELL & CO.

Hongkong, November 8, 1890. 1891

FOR NEW YORK.

The 3/8 L.I.I. American Ship
Friends Tucker.

Master will load here
for the above Port, and will
have quick despatch.

For Freight, apply to

RUSSELL & CO.

Hongkong, November 8, 1890. 1890

SHARE CERTIFICATES have Arrived
from Hainan and are Now Ready
for Delivery.

SHAREHOLDERS are requested to deliver
their Interim RECEIPTS for the Two First
Calls to Messrs. Arnolds, Karkang & Co.,
which will be EXCHANGED for SHARES.

Hongkong, November 10, 1890. 1890

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Intimations.

Notices of Firms.

NOTICE.

M. R. MAHMEDEHOY FICKER RAN
y being about to proceed to Bombay,
MC. SOOMARHOY MOWJEE ASSUMES
charge of my business from this date and
is authorized to sign the firm in Hongkong
and China.

ERAHIMHOY PABANEY.

Hongkong, November 1, 1890. 1879.

INSURANCE.

QUEEN FIRE INSURANCE CO., LTD.
Under the distinguished Patronage of H.E.
MAJOR GENERAL BARKER.

NORTON & CO.,
Agents.

Hongkong, July 15, 1890. 1340

To-day's Advertisements.

THEATRE ROYAL.

Under the distinguished Patronage of H.E.
MAJOR GENERAL BARKER.

G. RACIE PLAISTED'S
MY SWEETHEART COMPANY.

TO-MORROW NIGHT,
THURSDAY, November 13th,

DONIZETTI'S DAUGHTER OF THE REGIMENT.

SATURDAY, November 15th,

LEONCIO'S MANOLA.

Box Plan at Messrs KELLY & WALSH'S.

CHAS. HARDING,
Manager.

Hongkong, November 12, 1890. 1935

THE CHINA SHIPPERS' MUTUAL STEAM NAVIGATION COMPANY, LIMITED.

FOR LONDON.

The Co.'s Steamship

Chingwo,

T. STANTON, Commander,

will be despatched at

TO-MORROW, the 13th Instant, at

Noon.

For Freight, apply to

ARNHOLD, KARBERG & CO., Agents.

Hongkong, November 12, 1890. 1898

WIRE INSURANCES.

Jihua Fire Insurance Co., Ltd. 20,000 \$ 100 \$ 20 889

Hongkong Fire Insurance Co., Ltd. 8,000 \$ 250 \$ 50 \$320

Straits Fire Insurance Co., Ltd. 20,000 \$ 100 \$ 20 818, buyers

WIRE AND MARINE INSURANCES.

Singapore Insurance Company, Ltd. 40,000 \$ 100 \$ 2 99

DOCKS.

Chingwo & Whampoa Dock Co., Ltd. 12,500 \$ 125 all 75 % prem.

STEAMBOATS.

Jihua and Manlia S. Co., Ltd. 3,500 \$ 50 all \$125

Douglas Steamboat Co., Limited. 20,000 \$ 50 all 244

I.C. and M. Steamboat Co., Ltd. 80,000 \$ 20 all 838

Indo-China S. N. Company, Limited. 60,000 \$ 10 all 25 1/2 dia.

Steam Launch Company, Limited. 2,000 \$ 50 par, buyers

REFINERIES.

China Sugar Company, Limited. 15,000 \$ 100 all \$171

Luzon Sugar Company, Limited. 7,000 \$ 100 all \$110

WHARVES.

H.K. & Kow. Wharf & Godown Co., Ltd. 20,000 \$ 50 all \$74

LAND AND BUILDING.

Hongkong Land Investment and Agency Company, Limited. 50,000 \$ 100 \$ 5 \$900, sales

Kowloon Land and Building Company. 6,000 \$ 50 \$ 50 \$18, sellers

PEAK BUILDING COMPANY. 1,000 \$ 100 all \$200

Richmond Terrace Building Co. 1,000 \$ 100 all 70/Ts. 24

Shanghai Land Company, Limited. 10,000 \$ 50 \$ 4 \$32

West Point Building Co., Limited. 10,000 \$ 50 \$ 1,165/104

Trust and Loan Co. of China &c., Ltd. 1,250 \$ 100 all 1,2170

TRAMWAYS.

H.K. High-Low Tramways Co., Ltd. 1,200 \$ 100 all \$115

MINING.

Jelicho Mining & Trading Co., Ltd. 4,500 \$ 5 all 83

Purjion & Sungate Dus Saman Co., Ltd. 60,000 \$ 10 all 83

Mining Co., Limited. 115,000 \$ 5 5/2 2/20

Salama Tin Mining Company, Limited. 25,000 \$ 5 5/2 5/2

Societe Francaise des Charbonnages du Tonkin, Ltd. 8,000 \$ 600/Fs. 5/2 \$400

The Balmoral Gold Mining Co., Ltd. 15,000 \$ 10 all \$113, sales

Imuris Mines, Ltd. 175,000 \$ 10 all 1/2 1/11

PLANTATION.

China-Borneo Company, Limited. 7,500 \$ 100 \$ 50 \$13, sellers

East Borneo Planting Co., Limited. 4,000 \$ 50 \$ 50 \$10, sellers

Lubuk Planting Company, Limited. 5,000 \$ 50 \$ 2 nominal

Songki Koyah Planting Co., Ltd. 5,000 \$ 50 \$ 40 \$16, sellers

H. G. Brown & Co., Limited. 6,000 \$ 50 all \$62, sellers

The Lamag Planting Co., Limited. 6,000 \$ 50 \$ 35 \$15

HOTELS, ETC.

Austin Arms Hotel and Building Company, Limited. 4,000 \$ 50 \$ 50 33 % dis.

Hongkong Hotel & Store Co., Ltd. 3,000 \$ 100 all \$200

Peak Hotel & Trading Co., Limited. 4,000 \$ 50 \$ 50 \$320

Borneo Hotel and Store Co., Ltd. 1,000 \$ 50 \$ 3 \$33

Shamee Hotel & Land Co., Ltd. 5,000 \$ 200 \$ 10 \$8, nom.

DISPENSARIES.

A. S. Watson & Co., Limited. 50 \$ 50 all \$22

Cruikshank & Co., Limited. 1,600 \$ 50 all \$40, nom.

DRUGGING.

H.K. & Co., Ltd. 5,10 \$ 10 all 1/2 1/13, sellers

New South China Co., Ltd. 1,930 \$ 10 all 7/1 7/13, sellers

Hongkong Co., Ltd. 80,000 \$ 10 all 6/6, cash

FLAX AND CEMENT.

Green Island Cement Co., Ltd. 20,000 \$ 50 all \$25

Hongkong Brick & Cement Co., Ltd. 4,000 \$ 25 1/2 1/17, \$15, nom.

FLAX.

A. G. Gordon & Co., Limited. 6,000 \$ 25 all 2/20

Campbell, Mour & Co., Limited. 1,200 \$ 10 all \$11

Geo. Eng. Baker Company, Ltd. 6,000 \$ 25 2/25, nom.

Hongkong Dairy Farm Co., Ltd. 3,000 \$ 10 all \$12, nom.

Hongkong Ice Company, Limited. 5,000 \$ 25 all \$19

H. Long R. & Son's Manufactory Co., Ltd. 3,04 \$ 50 all \$129

Marinborow Co., Ltd. 3,000 \$ 25 0 nominal

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Marinborow Co., Ltd. 3,000

The Superintendent of the P. & O. Co. informs us that the Co.'s s.s. *Nisani*, left Singapore for this port on the 1st inst., at 4 p.m.—Also, that the Company's steamship *Gavion* left Bombay for this port on the 8th inst.

They are discussing at present in Manila as to the best employment to be given to the men remaining in hand of the subscription to construct the gunboat *Filipinas*. The most acceptable opinion seems to be that of building another vessel of the same kind but smaller in dimensions.

Tax Stroobos, correspondent of the *N.O. Daily News*, writes:—Over [against] the painful talk of flood and want that come to you from the North let me place the cheerful fact, in the delta of the Yangtze River the rice crop is unusually fine. I have recently been from Hangchow to Shanghai, and along the whole line I found that the rice crop already partly harvested is abundant. At a certain point I found that rice stalks with 60, 65, and 70 grains are common, 80 and 90 frequent, and 100 by no means rare. 145 is the highest. To say that the farmers are now reaping thirty or forty bushels of rice for each bushel of seed sown. The cotton crop is very light owing to dry weather. The export of cotton to the ports of Japan is increasing year by year, and this partial failure of the crop will be felt both by China and her entrepôts neighboring.

Tan Pahang correspondent of the *Straits Times*, writes:—The subject of Mons. Mayenne, soi disant Maréchal L. Roi des Sardes, being in the Island of Tsiman was mentioned a short time ago. I am now informed that it is M. Mayenne's intention to leave Tsiman before the moonsoon sets in, so that there is a chance of His Majesty being seen in Singapore. His establishment at Tsiman consists of some Chinese boys and two Egyptians, together with a couple of his compatriots named M. M. Scott and Villery. He has built a fair-sized house on the west of the island, and got his provisions, &c., from Singapore and Endau by means of two boats which he has with him. M. Scott joined M. Mayenne in August, and a few days afterwards M. Villery arrived there. Mario I has had to suffer a loss in the death of M. Villery, who was His Majesty's medical adviser. Some time ago some apprehension was felt at the idea which was bruited about that M. Mayenne was using Tsiman as a depot for a filibustering expedition, but this rumour has been denied by M. Mayenne who is stated to have said that he has come to the coast of Pahang simply for the benefit of health which has been far from good form for some time now. Can the rumour of a probable rising of the Malays when the Kualas close have any connection with the Frenchmen at Tsiman? Perhaps this belief has been the origin of the communication from one of your correspondents in a late issue of the *Times*, to which I gave a contradiction not long ago.

The *Shanghai Mercury* translated the following from a native paper:—An Imperial Edict dated the 16th of the 8th moon. A censor named Nu Teo Tshai sent a memorial to the Ta-Tone partitioning that the work of repairing the E-woo Palace might be stopped, on the ground of expense. Besides pointing out that at present there is a great deal of suffering from the inundations around the capital and elsewhere, it resounded how the breaches of the Yangtze River are not properly closed, and the inundations still continue. It deserved a public rebuke well as otherwise employed, if the work in question were abandoned for the present. The Emperor in reply rebukes the indecency of the censor for making such a proposition. The E-woo Palace, or garden, was built by the Emperor Kien Lung, who dedicated it to his mother as a dutiful son should. In the garden Kien Lung erected a spacious temple to the memory of his mother. For some years the place has been neglected and disused, and consequently has gone to almost complete ruin, but some time ago the present Emperor conceived the laudable idea of repairing all such neglected sacred places, and accordingly issued a decree two years ago, to have the E-woo rebuilt, which work has been in hand ever since. The Emperor now asks the censor how it is that while all the Mandarins of the Empire are aware of the facts, that he should have remained in ignorance of them. Her Majesty the Empress Dowager has now been labouring for some twenty years, and her son says it is time she should enjoy some repose for the rest of her life, and the E-woo, if put into habitable order, would be a most suitable place for her Majesty to pass her declining years in. The Emperor concludes his rebuke to the censor by asking how dare he presume to comment upon the actions of his Imperial master in such an impudent way, and orders the Board of Punishments to determine his penalty for this scurrilous offence.

A MOURKIN correspondent, under date 4th October, writes to the *Critics' Times*:—

"For the past fortnight harvest operations have been general over our province.

Though not equal to last year the produce is of good bulk and of fair quality. Small millet of all varieties is at its best, and beans, the great exporting article of this province, are an excellent crop as to both bulk and quality. Large millet, which provides the staple food for the people here, gave promise of a magnificent crop—equal to last year's. But it was attacked by a small insect which, like a plague, fastened upon every plant, and in all Southern Manchuria this crop, though bulky in straw, is of poor quality in grain. Partly on this account and partly from the demand from Tsinian, the price of this millet has advanced considerably. From the north comes news that hoarfrost descended so early that the millet was checked in filling up, and it is not therefore anticipated that the north will be able to counterbalance the insect-bitten southern crop."

For the past two months boats have been seized on the river and carts levied in town to send grain from the officials of Manchuria to the suffering around Tsinian. From Mourkin 10,000 ton (2) of about 340 catties each, were sent away in boats to Nanchang a month ago. A similar quantity has gone since in going down, and a third "surplus" ton is to be sent off immediately. Other 30,000 ton have gone, some coming from other river ports to be sent by steamer or gunboat from New Chungking.

The duty of transmitting this grain is laid by the Governor-General on a military General, a gentleman who deserves great credit for his generosity and activity in alleviating the distress caused by the recent famine here. The General, however, has to hand on the various letters to subordinate till the lower ranks of soldiers find compensation, not ungenerously, in handing up hidden carts and trudging out unwilling to bear the load. Some officers have to go down river with the boats, and one superior officer told me he had to go to Tsinian and wait at Peking before his promotion with the relief work above."

This beer of the Manila brewery—a new industry in the Philippines—will be offered for sale at Manila on the 15th instant.

They apparently go in for grandmotherly legislation with a vengeance in Norway. A law has just been promulgated there (the *Daily News* says) to the effect that no girl shall be eligible for the marriage state until she is proficient in spinning, knitting, and baking.

Baron De Worms, the Under-Secretary for the Colonies, in the course of a recent speech, said that her Majesty's Government were doing their best to promote the great system of Colonial defence, and he might say that in all the large works about to be undertaken guns of the newest and best type would be supplied by the Imperial Government, the Colonies themselves building the fortifications. Baron De Worms concluded with a warm tribute to the loyalty and patriotism of the Colonies.

A RECENT leader in the *Shen-pao* treats extensivly of Japan, praised her for an enlightened and progressive country, and dwells particularly on the excellence of her manufactures and the skill of the inventors. The article describes at length how some of the best paying factories of that country are worked, —among others the methods employed in the numerous silk and cotton cloth mills throughout Japan, where, it points out, water is used as a motor instead of steam, the former being every bit as good as the latter, and much cheaper. The Japanese are now able to make the necessary machinery for such concerns themselves, and as water power is so easily to be had over the whole country, this method of running factories is peculiarly adapted to Japan.

SUPREME COURT. IN APPELLATE JURISDICTION.

(Before Sir James Russell, Chief Justice, and Mr Justice Fielding Clarke, Puisne Judge.)

Wednesday, Nov. 12.

BY THE ATTORNEY GENERAL.—This was the return of a rule nisi calling on the defendant to show cause why the Government should not be restrained from proceeding with the Praya Reclamation work opposite the sea front of the City Hall. Mr Francis Q.C., instructed by Mr Moasey, appeared for the plaintiff, and the Acting Attorney General (Sir E. A. J. Ackroyd), instructed by Mr A. B. Johnson, Crown Solicitor, for the defence.

The Attorney General said in the petition and affidavits which had been filed in the case it was set forth that the plaintiffs had a right of direct access to the sea from the marine frontage of the lot on which the City Hall was situated. In the answer to the petition this right was denied altogether, no such right could be imported into the lease. Nor was it contended in any way that the lot would always remain a marine lot. It was also submitted in the defense that the work carried on was carried on by virtue of an ordinance.

The lot was given by the Crown in consideration of a yearly rent of \$1 and a payment of \$5 at the sealing of the lease for the special purpose of being used as the site of a City Hall. It was also a condition of the lease that the property could not be sold or mortgaged. The Crown reserved the right of resuming the land. He submitted that the plea for the defense was a full answer to statements for the plaintiff and that no injunction could be granted against the Government for doing work which they had been authorized to do by law. He understood that one of his learned friend's contentions would be that the Legislature could not pass this law, that it was ultra vires. According to Her Majesty's letter patent the Legislative Council was empowered to make laws for the peace and order and good government of the Colony, and he submitted that within the jurisdiction of the Legislature this power was supreme and not merely delegated power. The Attorney General said there was no evidence of its value being diminished by the place being surrounded by lofty buildings.

Mr Justice Clarke said there was certainly no evidence of diminished value.

Mr Francis said that such would be the case, and that, he thought, was sufficient in interlocutory proceedings like these.

Sir James Russell.—The Government assents. Can you give us any information as to what the difference is between the force of an ordinance confirmed by the Queen and Council and one simply confirmed by the Secretary of State?

The Attorney General was unable to say. Mr Francis said over if the ordinance were confirmed by the Queen, and Council it would still be ultra vires, as the royal prerogative could not be extended to dispossess a subject of his private rights. Such a thing was distinctly contrary to Magna Charta.

The Attorney General said that assuming the power of the Legislature to pass the ordinance he hardly thought it necessary to produce any authority to show that this would be a complete answer. He did, however, cite a few cases on the point.

Sir James Russell said in the case referred to compensation seemed to have been given in this case.

The Attorney General said no question of compensation had been raised in this case. This was not a case for an injunction; that remedy could only be obtained where irreparable damage was being done.

Mr Justice Clarke.—In those non-compensation cases in the law?

The Attorney General said the holder of the lease were entitled to three months' notice of the intention to resume the land to a full and fair compensation, to be assessed by the Surveyor General, but there was no intention to resume the land.

Mr Francis said there was a resumption of rights attached to the land.

The Attorney General said the holder of the lease were entitled to three months' notice of the intention to resume the land to a full and fair compensation, to be assessed by the Surveyor General, but there was no intention to resume the land.

Mr Francis said that a point would be made that there was no such right as were alleged, from the affidavit that had been put in, gathered that a point would be made that this being a marine lot, there was a more designation which conferred no rights whatever. The case would be on a different footing if the site was used for a business to which a direct access to the harbour would be valuable, but he need only remind their Lordships of the purpose for which the property was demised and to which it was strictly limited, and it would be seen that the words "Marine lot" were a mere designation and could not be made to convey any rights or easements. It was contended that higher rents were always paid for Marine lots than for inland lots but that contention was worth nothing in this case, because only a dollar a year was paid for the ground.

The Attorney General—Me Francis has said that if this matter had been between two private individuals the Court would not have been troubled with it. I take upon myself the responsibility of bringing the case into Court, and I think considering the issues involved I was fully justified in doing so.

The Attorney General—Me Francis has said that if this matter had been between two private individuals the Court would not have been troubled with it. I take upon myself the responsibility of bringing the case into Court, and I think considering the issues involved I was fully justified in doing so.

In regard to the Praya Reclamation scheme a different arrangement had been made by the Government with the foreshore. Against the affidavit filed by Mr Francis he put in encls. Mr Bruce Shepherd, who as land officer and Secretary to the Land Commission had an opportunity of making himself fully cognizant of the ordinary conditions of land sales in the colony. In this affidavit Mr. Shepherd stated that marine lots were of various kinds, but in every case the right to do forenoon had always been held by the Crown and had never been given up except by special arrangement. As affidavit by Mr Bowdler of the Surveyor General's department was also put in, which went to the same effect.

Mr Francis asked to be allowed to cross-examine Mr. Shepherd and Mr. Bowdler, and permission was granted.

Mr. Bowdler, the Surveyor General's Department, was then cross-examined by Mr. Francis. He said—I know of no case in which any such question as is referred to here arises. I am not aware of any case in which the question of the Government's right to the foreshore in connection with any marine lot has arisen. I am not aware that the Government has ever asserted that right in express terms.

By the Attorney General—I am not aware of anything having been done to show that the Government abandoned its right in any case.

Bruce Shepherd, examined by Mr Francis.—What constitutes a marine lot proper I understand to be a piece of ground entirely covered by the sea, but that is not the meaning of the term, as I understand it now. I have seen the notification of the first marine lots put up for sale in 1812. They were referred to as number of lots on the North side of Queen's Road fronting the sea. Some of these I infer must have been wholly or partially under water. Marine does not mean something on land but something in the sea.

Mr Francis.—Then a marine villa is in a villa in the sea. (Laughter).

Witness—Yes, or on the sea. There has been an inland lot sold which was covered by the sea. (Laughter.) What is understood by a marine lot is a lot in the vicinity of the sea; "maritime lot" would be a more appropriate designation. By foreshore I mean the land between high and low-water marks. There are about eighty marine lots now existing which originally fronted the sea but which have now other lots between them and the sea. This has been effected by reclamation. In every case the lot-holders or their assigns have been allowed to hold this land reclaimed. I know of no case in which the rent of the original lot has been reduced in consequence of these reclamations.

By the Attorney General.—In the cases in which a marine lot has been allowed to hold land reclaimed in front of their lots the lot-holders have been given special arrangements with the Government. The Attorney General said in the petition and affidavits which had been filed in the case it was set forth that the plaintiffs had a right of direct access to the sea from the marine frontage of the lot on which the City Hall was situated. In the answer to the petition this right was denied altogether, no such right could be imported into the lease. Nor was it contended in any way that the lot would always remain a marine lot. It was also submitted in the defense that the work carried on was carried on by virtue of an ordinance. The lot was given by the Crown in consideration of a yearly rent of \$1 and a payment of \$5 at the sealing of the lease for the special purpose of being used as the site of a City Hall. It was also a condition of the lease that the property could not be sold or mortgaged. The Crown reserved the right of resuming the land. He submitted that the plea for the defense was a full answer to statements for the plaintiff and that no injunction could be granted against the Government for doing work which they had been authorized to do by law. He understood that one of his learned friend's contentions would be that the Legislature could not pass this law, that it was ultra vires. According to Her Majesty's letter patent the Legislative Council was empowered to make laws for the peace and order and good government of the Colony, and he submitted that within the jurisdiction of the Legislature this power was supreme and not merely delegated power. The Attorney General said there was no evidence of its value being diminished by the place being surrounded by lofty buildings.

Mr Justice Clarke said there was certainly no evidence of diminished value.

Mr Francis said that such would be the case, and that, he thought, was sufficient in interlocutory proceedings like these.

Sir James Russell.—The Government assents. Can you give us any information as to what the difference is between the force of an ordinance confirmed by the Queen and Council and one simply confirmed by the Secretary of State?

The Attorney General was unable to say. Mr Francis said over if the ordinance were confirmed by the Queen, and Council it would still be ultra vires, as the royal prerogative could not be extended to dispossess a subject of his private rights. Such a thing was distinctly contrary to Magna Charta.

The Attorney General said that assuming the power of the Legislature to pass the ordinance he hardly thought it necessary to produce any authority to show that this would be a complete answer. He did, however, cite a few cases on the point.

Sir James Russell said in the case referred to compensation seemed to have been given in this case.

The Attorney General said no question of compensation had been raised in this case. This was not a case for an injunction; that remedy could only be obtained where irreparable damage was being done.

Mr Francis submitted that there was no question of damage. There was an invasion of a right and an injunction might be given although they did not show ten cents' worth of damage. An injunction in fact was the legal remedy in such a case. But with regard to damage, what was then to prevent the lessor from letting the basin in front of the hall to the Boat Club as was proposed at one time. Although Mr Bruce Shepherd and Mr Bowdler aware most liberally to the right of the Government to the foreshore they could give no assistance in which that right had been assumed. A good many questions would require to be settled in connection with the case and pending the disposal of the question of a perpetual injunction he asked their Lordships to grant an interim injunction. The case was precisely on the same footing as one between two private individuals, and he was sure that it would not have taken the Court half-an-hour to decide on granting the application if it had been a case of two private individuals.

Mr Justice Clarke—I don't quite understand what you mean? Do you mean that it would have been disposed of more quickly if the case had been referred to the court of inquiry?

Mr Francis—Certainly. I think so. Me Francis said that assuming the power of the Legislature to pass the ordinance he hardly thought it necessary to produce any authority to show that this would be a complete answer. He did, however, cite a few cases on the point.

The Attorney General said the holder of the lease were entitled to three months' notice of the intention to resume the land to a full and fair compensation, to be assessed by the Surveyor General, but there was no intention to resume the land.

Mr Francis said there was a resumption of rights attached to the land.

The Attorney General said the holder of the lease were entitled to three months' notice of the intention to resume the land to a full and fair compensation, to be assessed by the Surveyor General, but there was no intention to resume the land.

Mr Francis said that a point would be made that there was no such right as were alleged, from the affidavit that had been put in, gathered that a point would be made that this being a marine lot, there was a more designation which conferred no rights whatever. The case would be on a different footing if the site was used for a business to which a direct access to the harbour would be valuable, but he need only remind their Lordships of the purpose for which the property was demised and to which it was strictly limited, and it would be seen that the words "Marine lot" were a mere designation and could not be made to convey any rights or easements. It was contended that higher rents were always paid for Marine lots than for inland lots but that contention was worth nothing in this case, because only a dollar a year was paid for the ground.

The Attorney General—Me Francis has said that if this matter had been between two private individuals the Court would not have been troubled with it. I take upon myself the responsibility of bringing the case into Court, and I think considering the issues involved I was fully justified in doing so.

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Sir James Russell—I am sure Mr Francis did not intend to make any observation reflecting in any way on the case.

Mr Francis—I have not the faintest recollection of having said anything about the case not being brought into Court if it had been between private parties.

Mr Francis, proceeding to comment on the Ordinance, said a man's word is of little value. Against the affidavit filed by Mr Francis he put in encls. Mr Bruce Shepherd, who as land officer and Secretary to the Land Commission had an opportunity of making himself fully cognizant of the ordinary conditions of land sales in the colony. In this affidavit Mr. Shepherd stated that marine lots were of various kinds, but in every case the right to do forenoon had always been held by the Crown and had never been given up except by special arrangement. As affidavit by Mr Bowdler of the Surveyor General's department was also put in, which went to the same effect.

Mr Francis asked to be allowed to cross-examine Mr. Shepherd and Mr. Bowdler, and permission was granted.

Mr. Bowdler, the Surveyor General's Department, was then cross-examined by Mr. Francis. He said—I know of no case in which any such question as is referred to here arises. I am not aware of any case in which the question of the Government's right to the foreshore in connection with any marine lot has arisen. I am not aware that the Government has ever asserted that right in express terms.

By the Attorney General—I am not aware of anything having been done to show that the Government abandoned its right in any case.

Mr Francis said that was very much different. The Surveyor General's Department, was then cross-examined by Mr. Francis. He said—I know of no case in which any such question as is referred to here arises. I am not aware of any case in which the question of the Government's right to the foreshore in connection with any marine lot has arisen. I am not aware that the Government has ever asserted that right in express terms.

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Mr Francis asked to be allowed to cross-examine Mr. Shepherd

To Let.

ST. FLOOR of HOUSE, No. 16, PRAYA CENTRAL,
2ND FLOOR of HOUSE, No. 64, QUEEN'S ROAD CENTRAL,
APPLY TO LAI HING & CO.,
No. 133, Queen's Road Central,
Hongkong, March 21, 1890. 1629

TO LET.

(With Immediate Possession.)

BLUE BUILDINGS.

FIRST FLOOR of No. 1.
GROUND FLOOR of No. 2.
FIRST FLOOR of No. 3.
APPLY TO THE HONGKONG LAND INVESTMENT & AGENCY CO., LTD.
Hongkong, October 28, 1890. 1866

HONGKONG ICI COMPANY, LTD.

TO LET.

WHAT Suite of OFFICES on the FIRST FLOOR of the Company's Premises in the HOUSE Lane, at present occupied by Messrs. Holliday, Wiss & Co., with entrance from Queen's Road. Possessions from 1st March next.

Also,

ONE GODOWN on the GROUND FLOOR which can be let in connection with the above Office, or separate if desired.

For Full Particulars, apply to the MANAGER at the Depot, or to

JARDINE, MATHEISON & CO., General Managers.

Hongkong, January 27, 1890. 167

TO LET.

NOS. 7, 9 & 11, SEYMORE TERRACE,
OFFICES AND CHAMBERS in CONNAUGHT HOUSE, Queen's Road Central.
OFFICES in VICTORIA BUILDINGS.
TUSCULUM MAGAZINE GAI.
No. 3, GOAT HILL, The Peak—FURNISHED.

APPLY TO DAVID SASSON, SONS & CO., Hongkong, October 10, 1890. 93

TO LET.

IMMEDIATE POSSESSION.

OFFICES at No. 17, PRAYA CENTRAL
(above Messrs. DOUGLAS LAFRAIK & CO., their Premises).
APPLY TO THE HONGKONG LAND INVESTMENT & AGENCY CO., LTD.
Hongkong, October 23, 1890. 1678

TO BE LET.

THREE HOUSES at Wild Dell Building, Wan Chai Road.
A BUNGLOW and HOUSE on the Upper Richmond Road.
No. 1, RICHMOND TERRACE, Six Dwelling Rooms, English Kitchen, Fowl House, Conservatory, and well shaded Tennis Lawn.

APPLY TO HENRY HUMPHREYS.

TO BE LET OR SOLD,
On favourable terms, with IMMEDIATE POSSESSION.

EIGHT HOUSES at MOUNTAIN VIEW,
Peak District, near Plunkett's Gap.
(If sold, part of the Purchase money can remain on Mortgage).

APPLY TO JOHN A. JUDD.

33, Queen's Road Central,
Hongkong, October 4, 1890. 1591

Intimations.

THE IMURIS MINES, LIMITED.
THE FINAL CALL of FIVE SHILLINGS per Share will be due on the First of November, 1890, and SHAREHOLDERS are requested to Pay the same to the Undersigned by BANK DEMAND DRAFT on London in favor of themselves, or on or before that date.

ALL DRAFTS UNPAID on the 1st November, will be liable to INTEREST at the Rate of EIGHT PER CENT. per Annum.

JARDINE, MATHEISON & CO., Agents.

Hongkong, September 27, 1890. 1689

THE IMURIS MINES LIMITED.

NOTICE.

SHAREHOLDERS are hereby informed that the CERTIFICATES, for Endorsement, should accompany the BANK DRAFT sent in Payment of the FINAL CALL of 5/- per Share due on the 1st November, 1890.

JARDINE, MATHEISON & CO., Agents.

Hongkong, October 14, 1890. 1785

THE HONGKONG LAND INVESTMENT AND AGENCY COMPANY, LIMITED.

SUBSCRIBED CAPITAL.....\$5,000,000

PAID-UP CAPITAL.....2,500,000

RESERVE FUND.....1,250,000

Board of Directors:

HON. J. J. KESWICK, CHIEF MANAGER, Managing Director.
HON. C. P. CHATER, Vice-Chairman.

LEE SING, Esq.

S. O. MICHAELSEN, Esq.

J. S. MOSES, Esq.

C. E. NOLIN, Esq.

POON PONG, Esq.

D. R. SASSON, Esq.

Bankers:

THE HONGKONG AND SHANGHAI BANKING CORPORATION.

MONEY ADVANCED on MORTGAGE, on LAND or BUILDINGS.

PROPERTIES PURCHASED AND SOLD.

Estate managed, and all kinds of Agency and Commission Business relating to Land, &c., conducted.

Fall Particulars can be obtained at the Company's Offices, No. 5, Queen's Road Central.

A. SHELTON HOOPER, Secretary.

Victoria Buildings, Hongkong, 3rd May, 1890. 1744

Intimations.

NOTIFICATION—No. 060.

BRITISH NORTH BORNEO AND LABUAN.

REVENUE FARMS FOR 1891.

The Government are prepared to Release TENDERS for the following FARMS for 1891.

The Opium Farm.—Including the sole right to import raw or manufactured Opium or consumption in the Colony of Labuan and its Dependencies, and in the State or District of British North Borneo to sell the Farm, supplies, and to procure and to sell and/or to license others to prepare and sell Opium, Chandoo and Opium Dress.

The Regulations governing the Farm are contained in Labuan Ordinance No. II, of 1873, adopted in British North Borneo, and in Notification No. 11 of 1889.

The Maximum retail price allowed by the Regulations are as follows:—

Tolls. Cheas. House. S. t.

6	8	0	10.00
3	2	0	5.00
0	6	0	2.00
0	2	0	0.60
0	1	0	0.10
0	0	1	0.02

1 Ball. 40.00

2. The Spirit Farm.—Including the sole right to keep and/or to license others to import and sell Chinese Wine and Spirituous Liquors of Chinese manufacture, and the so much as to sell and to issue retail who holds a license to sell all other Wines, Beer and Spirituous Liquors.

For full particulars apply to Proclamation No. VIII of 1889, and XI of 1888.

3. The Gambling Farm.—Including the sole right to keep and/or to license others to keep Gambling Establishments.

The Farm is governed by Lubuan Ordinance No. III of 1868 as amended by Ordinance No. I, of 1872, and Notification No. 13, of 1889.

4. The Gambling Restriction Farm.—Including the sole right to keep and/or to license others to keep Gambling houses, and to issue permits to Gamble.

The Farm is governed by Proclamations No. II of 1883 and VII of 1889 and Notification No. 108 of 1889. It does not extend to Lubuan.

5. The Customs Farm.—Including the sole right to collect all Import and Export Duties, payable to Government, viz.: On the East Coast—Ex. or Int. Duties on British Guiana, Waz, Birds-nest, Timb., and all jungle and sea produce. Import Duties on Tobacco, Spirits, Salt and Matches. On the West Coast—Export Duties on all jungle and sea produce, the same as for East Coast District. Import Duties on Salt, Spirits, Tobacco, Matches, Iron, Brass and Cloth.

6. The Blackan Farm.—Including the sole right to catch shrimps and to manufacture Blackan and on to license others to catch shrimps and to manufacture Blackan.

7. The Birds nest Farm, Darat Bay. Including the sole right to collect the Government Share of 10% on all nests from Madai and Segaling Caves.

A separate Tender must be submitted for each of the above Farms.

Each tender may be for one or more of the following Districts or places, and if the Farm of more than one of the Districts or places mentioned is applied for, a separate Tender should be submitted for each District or place, viz.:—

1. The whole State of British North Borneo, extending from Sipitong River in Padas Bay on the West Coast to Sibucu Bay on the East Coast, and also the Colony of Labuan and its Dependencies, as regards the Opium Farm only.

2. The East Coast District from Tantong Inarung to Sibucu Bay, including Lubuk, Sipitong, Sandakan Bays, Kinabatangan, Segama and all rivers within the District.

3. The Simponia District from Simponia to Batu Tenaga.

4. The West Coast District: from Tantong Inarung on the North to Sipitong on the south, including Banguey and Balambangan Islands and also the Colony of Lubuan as regards Opium only.

5. Kedah District.—From Tanjung Inarung to Sampangmangio Point including all Rivers in Maridi Bay and the Islands of Banguey and Balambangan.

6. The Padis District.—From Kwan Penyu to Sitiong, including Klias, Padas, Danut, and Padas Basar and all Rivers south to and including Siping; also including the Colony of Lubuan as regards Opium only.

7. The Padis District.—From Kwan Penyu to Sitiong, including Klias, Padas, Danut, and Padas Basar and all Rivers south to and including Siping; also including the Colony of Lubuan as regards Opium only.

8. The Colony of Lubuan and its Dependencies.—For the Opium Farm only. Each Tender should state the monthly payments for the year 1891.

Tenders for the Opium Farm for the whole State, and the Colony of Lubuan and for the East Coast District, and for the Spirit, Pawnbroking, Gambling Restriction and Customs Farms, East Coast or Sandakan, will be received by the GOVERNMENT SECRETARY, Sandakan, on or before 30th NOVEMBER. All Tenders should be under Seal and marked "Confidential Tender for Revenue Farm."

Tenders for the Farms for separate Properties, such as Kundat, Gaya, Padis, Darvel Bay, or Luban will be received by the GOVERNOR-IN-CHARGE of the Province or Colony on or before 15th of NOVEMBER.

The Government does not bind itself to accept the highest or any Tender.

Each Tender should specify in full the Names, Residences, and occupation of the Persons tendering, and should give similar information as to the proposed securities.

Persons who do not wish to Tender in their own Name may use a number of not less than 3 figures; but these doing so should send their true Names with the number used in a separate Envelope marked "Private" to the Governor at Government House.

All Farms are subject to the Laws and Regulations now in force, or which may from time to time be enacted or issued by Government concerning the same.

Any further information on the subject may be obtained from the Treasurer-General, or from the Officer-in-Charge of the different Districts, or Colonies, and from the Company's Agents in Singapore or Hongkong.

By His Excellency's Command, L. P. BEAUFORT, Government Secretary, GOVERNMENT SECRETARY'S OFFICE, Sandakan, 21st September, 1890. 1744

N. O. W. R. E. A. D. Y.

THE COMMERCIAL LAW AFFECTING CHINA, with special reference to PARTNERSHIP, REINSTATEMENT AND BANKRUPTCY LAWS in HONGKONG.

Copies may be had at the China Mail Office, and at Messrs. LANE, CHAPMAN & CO., Price, 10 cents.

Fall Particulars can be obtained at the Company's Offices, No. 5, Queen's Road Central.

A. SHELTON HOOPER, Secretary.

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A. SHELTON HOOPER, Secretary.

Victoria Buildings, Hongkong, 3rd May, 1890. 844

Intimations.

NOTICE.

HONGKONG AND WHAMPoa DOCK COMPANY, LIMITED.

REVENUE FARMS FOR 1891.

SHIPMasters and ENGINEERS are respectfully informed that, if upon their arrival in this Harbour, NONE of the Company's FOREMEN should be at hand, Orders for REPAIRS must be given to the Head Office, No. 14, Praya Central, will receive prompt attention.

In the Event of a Ship being found defective, Communication with the Under-signed, or with the nearest District or Port, will enable the Company to take the necessary steps to remove the cause of dissatisfaction.

D. GILLIES, Secretary.

Hongkong, August 26, 1890. 1455

THE OFFICE OF THE CHINA MAIL.

OF THE CHINA MAIL.

REMOVED TO

NO. 5, Wyndham Street,

At the CORNER of WELLINGTON STREET.

Hongkong, November 3, 1890. 1455

WINDSOR HOUSE,

HONGKONG.

PRIVATE BOARD AND RESIDENCE,

AND FAMILY HOTEL.

WINDSOR HOUSE,

HONGKONG.

PRIVATE BOARD AND RESIDENCE,

AND FAMILY HOTEL.

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